

**AGREEMENT TO AMEND AND EXTEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES
AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY
JAIL**

Date: To be effective as of October 1, 2021

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

**1. Professional Services Agreement for Dental Services at the Williamson County Jail
Subject of this Extension Agreement:**

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

2. Amendment of Agreement Terms, Covenants and Conditions

Provider and County hereby agree to amend the Agreement by adding the following Article XVII.
INSURANCE REQUIREMENTS:

Provider must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Provider, at Provider's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect, at a minimum, Medical Professional Liability

Insurance in the amount of \$1,000,000.00 per claim with an Annual Aggregate of \$3,000,00.00 for all claims.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Provider shall be responsible for payment of premiums for all of the insurance coverages required under this section. Provider further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Provider is responsible hereunder, Provider shall be solely responsible for all deductibles and self-insured retentions.

D. Commencement of Services. Provider shall not commence any services under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Provider hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Provider shall furnish County with a certification of coverage issued by the insurer. Provider shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notifications required hereunder, Provider shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, by providing such notice thereof by certified mail to:

Williamson County Human Resources Department
c/o: Risk and Safety Coordinator
100 Wilco Way, HR101
Georgetown, Texas 78626

With copy to: Williamson County Sheriff's Office
c/o: Commander of Corrections Bureau
508 Rock Street
Georgetown, Texas 78626

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Provider, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute,

except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

3. Agreement to Extend the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2021 and ending on midnight of September 30, 2022 ("Extended Term").

4. Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Bill Gravell
Bill Gravell (Sep 21, 2021 15:44 CDT)

Bill Gravell,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.,

By: TCH

Printed Name: Todd Harris

Representative Capacity: Dentist